

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF LEWIS COUNTY, WASHINGTON**

IN RE:

APPROVING AN INTERLOCAL AGREEMENT)
WITH THE STATE OFFICE OF FINANCIAL)
MANAGEMENT TO PROVIDE \$1.32 MILLION)
FUNDING TO LEWIS COUNTY, ACTING AS THE)
FISCAL AGENT FOR THE CHEHALIS RIVER)
BASIN FLOOD AUTHORITY)

RESOLUTION No. 11- 258

WHEREAS, House Bill 2020 authorized and approved One Million Three Hundred-Twenty Thousand Dollars (\$1,320,000.00) for Lewis County, acting as the Fiscal Agent for the Chehalis River Basin Flood Control Authority (Flood Authority); and

WHEREAS, \$1,320,000.00 was appropriated to the Flood Authority from the state 2012/13 Budget; and


WHEREAS, the Board of Lewis County Commissioners has had an opportunity to review the proposed Interlocal Agreement (No. K937), as recommended by the Flood Authority and attached as Exhibit A; and

WHEREAS, it appears to be in the best public interest to authorize this Interlocal Agreement with the Office of Financial Management, NOW THEREFORE

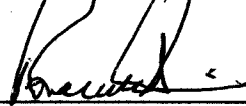
BE IT RESOLVED that this Interlocal Agreement (No. K937) between Lewis County and the Office of Financial Management is hereby approved and the Chairman of the Board of Commissioners is authorized to sign the contract on behalf of Lewis County.

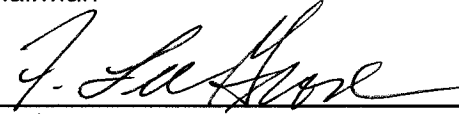
DONE IN OPEN SESSION this 8th day of August, 2011.

APPROVED AS TO FORM:
JOHATHAN MEYER, Prosecuting Attorney

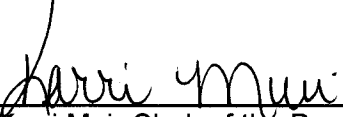

BY: Deputy Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON


Chairman


Member

ATTEST:


Karri Muir, Clerk of the Board

Absent
Member

**INTERLOCAL AGREEMENT
BETWEEN
THE STATE OF WASHINGTON
OFFICE OF FINANCIAL MANAGEMENT
AND
LEWIS COUNTY, ACTING AS THE FISCAL AGENT FOR
THE CHEHALIS RIVER BASIN FLOOD CONTROL AUTHORITY**

PARTIES TO THE AGREEMENT

This Interlocal Agreement is made and entered into by and between the Office of Financial Management, hereinafter referred to as "OFM", and Lewis County, acting as the Fiscal Agent for the Chehalis River Basin Flood Control Authority, hereinafter referred to as "Flood Authority," pursuant to the authority granted by Chapter 39.34 RCW.

PURPOSE

The purpose of this Agreement is for OFM to release funds authorized by the Legislature in House Bill 2020 (Chapter 49, Laws of 2011) designated for study, analysis and implementation of flood hazard mitigation projects in the Chehalis River Basin.

PERIOD OF PERFORMANCE

This Agreement shall become effective on July 1, 2011 and will expire on June 30, 2013, except as clarified in the term below and/or unless terminated sooner or extended as provided herein.

The execution of this Agreement shall constitute a ratification of that earlier verbal agreement between the parties, the terms and conditions of which are contained herein. Accordingly, the start date of performance under this Agreement shall be July 1, 2011, regardless of the dates of execution.

Funding for this project is appropriated through June 30, 2013. The continuation of services beyond June 30, 2013 is, therefore, subject to reappropriation of funds by the Washington State Legislature. If such funds are not reappropriated, the end date of this Agreement will be June 30, 2013.

TERMS, CONDITIONS, AND OBLIGATIONS

This Agreement establishes that the Flood Authority shall comply with all terms, conditions, and obligations set forth in this Agreement.

STATEMENT OF WORK

The Flood Authority will identify potential projects to mitigate the risks and effects of flooding in the Chehalis River Basin including damage to public facilities, infrastructure, private structures; and reduce the potential for physical harm or death. The Authority will conduct studies to augment existing information, for the purpose of updating or refining previously identified projects, to identify and develop new flood hazard reduction projects, and/or to further evaluate potential projects. The Authority will identify and develop potential projects based upon existing plans and past studies, and any new studies commissioned by the Flood Authority. Projects will be prioritized based upon criteria developed and approved by the Flood Authority.

For the 2011-2013 biennium, the Authority will finalize an annual workplan for FY 2012 based on the deliverables described below, and will adopt a FY 2013 workplan by July 2012.

The FY 2012 annual workplan includes, but is not limited to, the following tasks:

- **Hydraulic Modeling.** Refine the hydraulic model for the lower basin to allow for assessment of flood mitigation projects. Coordinate this work with other modeling work in the Basin to minimize duplication and ensure efficient use of resources;
- **Early Warning System.** Finish implementation of the early warning system, and secure a source of funding for long-term maintenance and operations costs;
- **Water retention:** complete the fish impacts study, and evaluate potential mitigation and/or enhancement measures;
- **Downstream Bridges.** Evaluate flooding due to bridges downstream of Chehalis, and possible mitigation measures; and
- **Alternative Measures Report.** Work with OFM in preparing the alternative flood mitigation measures report required by the capital budget language.

Technical Review. For technical studies funded under this agreement, the Flood Authority will solicit timely, technical review of proposed scopes of work and draft final reports from federal, state and tribal government agencies with jurisdiction and/or expertise. Agency comments received by the requested date will be included in the final technical report. Agency comments shall be addressed as determined by the Authority.

Consultation. The Flood Authority will invite the Chehalis Tribe to consult on the Authority's FY 2012 annual workplan, on development of their FY 2013 workplan, and on major actions and studies proposed by the Authority. If the Tribe accepts, consultation will take place under mutually acceptable terms and through a mutually acceptable process that meets the needs of each party. If requested by the Chehalis Tribe or the Flood Authority, OFM or other representatives of the State of Washington will assist in developing a mutually acceptable consultation process, and will be available to participate in consultation on specific proposals.

For the purposes of this agreement, OFM and the Authority have agreed to the following performance requirements for the fiscal year ending June 30, 2012:

DELIVERABLES	SCHEDULE	PERFORMANCE BUDGET
Task 1: Update Chehalis River Hydraulic modeling for flood mitigation purposes to include Grand Mound to the mouth of the Chehalis River.	Publish request for proposal July, 2011. Execute contract for work August 2011. Complete project by February 2012.	\$400,000 maximum -- for updated data and model.
Task 2: Complete Chehalis River Basin flood early warning system, including web link, and Contrail web site development and implementation.	Finish installation of all 8 rain gages and 2 stream gages by December 31, 2011. Testing, calibration and real-time monitoring of installed system until June 30, 2012. Public demonstration and training for early warning	\$10,658.01 -- Report and verification of all gage installation and agency coordination as per contract. \$38,118.50 -- Testing, calibration and monitoring. \$4,000 -- Public demonstration on use of system.

	system web site. Website development and implementation completed June 30, 2012	\$2,736.00 – Website development and implementation
Task 3: Fish studies on water retention alternatives. Data compilation, off-channel delineation and identification of preliminary fish enhancement opportunities Final Plan and Report on prioritized fish enhancement opportunities Additional sediment analysis to evaluate fish habitat in the Chehalis River.	Final report on fish impacts due by December 31, 2011. Data, delineation and report due by June 30, 2012 Report to be completed by no later than December 2012 Sediment report to be completed by June 30, 2012.	\$188,485.06 – extension of fish studies original contract. \$76,597.00 – Data compilation, off-channel delineation, and preliminary opportunities identification report \$112,643.00 – Final plan and report on fisheries enhancement \$37,504.00 – Sediment analysis and report
Task 4: Initial analysis and report on flooding impacts of bridges and mitigation opportunities basinwide.	Report to be completed by June 30, 2012.	\$100,000
Task 5: Comments on scope of OFM Alternative Measures report, technical review of draft OFM report, and Authority board letter on final OFM report	Scope comments by no later than November 2011. Technical review by April 2012. Board letter by May 2012.	\$10,000
Task 7: Program facilitation and stakeholder consultation. Study scoping and other technical support for the Flood Authority and their technical advisory committee.	Finalize the FY 2012 workplan to define needed technical studies, by September 2011. Stakeholder consultation plan by September 2011. For July 2011 through June 2012, monthly presentations, reports and/or other participation in Flood Authority meetings.	Not to exceed \$156,270.00
Task 8: Flood Authority staff support, to include project management and coordination, clerical, contract, legal and accounting.	For July 2011 through June 2012, monthly meeting minutes and presentations to the Flood Authority, and summary reports with monthly invoices to OFM.	\$ 87,471.00 – project coordination and project management

Workplan for Fiscal Year 2013, to include deliverables, schedule and budgets (by deliverable and object)	To be completed by July 1, 2012	\$95,517.43
	Total Budget 2011-2013	\$1,320,000.00

COMPENSATION

OFM shall reimburse Lewis County, acting as the Fiscal Agent for the Flood Authority, an amount not to exceed One Million Three Hundred and Twenty Thousand Dollars (\$1,320,000) for the performance of all things necessary for, or incidental to, the work as set forth in this Agreement.

Allowable costs shall include costs incurred by the Flood Authority from the first date of the Agreement period until the Agreement is terminated or expires as provided herein, but in no event shall allowable costs exceed the maximum amount of the Agreement. Costs allowable under this Agreement are based on the following agreed budget.

The Flood Authority shall be allowed to move amounts not to exceed ten percent of any task between tasks. However, no change or transfer can be made that would have the effect of increasing the total budget. Budget changes in excess of this ten percent may be made only upon the written approval of both parties to this Agreement.

Invoices shall be submitted by Flood Authority to OFM not more often than monthly, and no less often than quarterly. Invoices shall include a breakdown by budget items identified in the agreed upon budget. Invoices shall be forwarded for review and approval to the attention of Steve Lewandowski at the Office of Financial Management, PO Box 43113, Olympia, Washington 98504-3113.

ADMINISTRATION

The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for the administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

The Flood Authority representative shall be Robert A. Johnson, Director, Lewis County Department of Community Development, RAJohnson@co.lewis.wa.us; phone: 360/740-2606 or his successor.

OFM's representative shall be Steve Lewandowski, PO Box 43113, Olympia, WA 98504-3113; phone: 360/902-0384; email: steve.lewandowski@ofm.wa.gov, or his successor.

DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from OFM, one representative from the Flood Authority, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of termination of this Agreement, the terminating party shall be liable only for performance rendered prior to the effective date of termination.

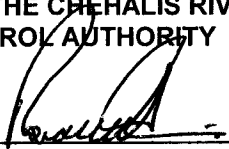
CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be waived, changed, modified, or amended only by written agreement executed by both parties hereto.

EXECUTION

We, the undersigned, agree to the terms of the foregoing Agreement.

**LEWIS COUNTY, ACTING AS FISCAL AGENT
FOR THE CHEHALIS RIVER BASIN FLOOD
CONTROL AUTHORITY**



Ron Averill, Chairman
Lewis County Board of County Commissioners

8/8/11

Date

**STATE OF WASHINGTON
OFFICE OF FINANCIAL MANAGEMENT**



Rebecca R. Riley, Contract Services Manager

8/10/11

Date